## LETTER OF AGREEMENT BETWEEN JUVENILE JUSTICE SUPERVISORS ASSOCIATION AND CLARK COUNTY, NEVADA

The parties agree to modify the 40-hour workweek specified throughout the collective bargaining agreement. All relevant contract article language will be revised to reflect the newly established workweek schedules.

- 1. The new workweek schedules will adhere to a 76-hour pay period with the following schedules depending on operational needs:
  - a. A 38-hour work schedule shall be four (4) nine and one half (9 ½) hour work shifts with a thirty (30) minute unpaid lunch period, and three (3) consecutive days off. Overtime shall be compensated for hours worked in excess of forty (40) hours in a workweek. At the approval of the county manager, certain positions shall be eligible for a paid lunch period.
  - b. A 9/76 work schedule shall include one 40-hour workweek and one 36-hour workweek per 76-hour pay period with two (2) consecutive days off in the 40-hour workweek and three (3) consecutive days off in the 36-hour workweek. Overtime shall be compensated for hours worked in excess of forty (40) hours in a workweek. At the approval of the County Manager, certain positions shall be eligible for a paid lunch period. The Association will be provided with two weeks' notice of the need to implement a 9/76 schedule.
  - c. The workweek schedule must comply with the Fair Labor Standards Act definition of workweek, Section 778.105 (FLSA Regulations 29 CFR, July 1985) and any amendments that define the workday.
- 2. Employees shall be compensated at the same hourly rate for seventy-six (76) hours in a pay period as opposed to eighty (80) hours. This change in hours compensated shall result in a reduction of four (4) hours worked per pay period.
- 3. The parties recognize that the establishment of employee work schedules is among management rights outlined in NRS 288.150. The County agrees, however, to have a discussion and allow the Association the opportunity for input/suggestions prior to management's final development and implementation of the work schedules.
- 4. The following articles will remain unchanged and there will be no reduction in benefits: Article 15 Initial Appointment, Rehire, Promotion, Demotion, Transfer, Reassignment, Article 23 Vacation and Article 24 Sick Leave.

- 5. Article 19 Acting pay will be eligible to be paid after four (4) consecutive shifts.
- 6. Article 22 Holidays The pay for each holiday shall be equal to the employees designated work shift as defined by paragraph 1 of this LOA. Employees required to work on an observed holiday shall receive payment at time and one-half (1½) for all hours worked in addition to holiday straight time. Employees working a schedule other than Monday Friday shall bank the holiday leave equal to the designated work shift if the holiday falls during the employee's weekend.
- 7. Article 12 Section 2 (1) Recall shall be changed to read "Any permanent status employee laid off under this Article shall, based on seniority, have his/her name placed on an appropriate County recall list(s) for a period of three (3) years."
- 8. Article 14, paragraph 3 shall be changed to read, "effective July 1, 2020, there will be no adjustment in compensation." paragraph 4 shall remain in effect.
- 9. The implementation effective date of the newly established workweek schedule in 1(a) shall be July 25, 2020 with the LOA expiration date of July 23, 2021.
- 10. This LOA shall be in effect from July 1, 2020 and shall expire on June 30, 2021, with the exception of the newly established workweek which will expire on July 23, 2021.

\*Note: specified work hours and days off can be in the first or second work week of a pay period.